



**WOUNDED WATERS INC**  
*Offshore Fishing Tournament*

**WAIVER AND RELEASE FROM LIABILITY, ASSUMPTION OF RISK,  
INDEMNIFICATION, AND COVENANT NOT TO SUE**

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**PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.**

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**1. DEFINITIONS**

**“Released Parties”** shall mean Wounded Waters Inc, a Florida 501(c)(3) nonprofit corporation, and its officers, directors, board members, agents, employees, volunteers, representatives, affiliates, successors, and assigns; all tournament sponsors, co-sponsors, partners, donors, and their respective officers, agents, employees, and representatives; **Causeway Cove Marina**, including its owners, operators, managers, employees, agents, tenants, and representatives; all venue operators, property owners, and landlords associated with any tournament event locations; all judges, weigh masters, committee members, medical personnel, and any other persons or entities involved in the planning, organization, promotion, or execution of the Tournament and all associated events and activities.

**“Team”** shall mean the undersigned Captain and all persons aboard the Captain’s vessel at any time during the Tournament, including but not limited to crew members, passengers, anglers, guests, observers, and any other persons present on or associated with the Captain’s vessel, whether named herein or not.

**“Tournament”** shall mean the Wounded Waters Offshore Fishing Tournament and all related, associated, or ancillary events and activities, including but not limited to the captains meeting, registration, fishing, weigh-in, awards ceremony, social gatherings, dock activities, travel to and from fishing grounds, and any other activities conducted in connection with the event.

**2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

I, the undersigned Captain, on behalf of myself and my entire Team, acknowledge that participation in the Tournament involves **inherent risks, hazards, and dangers** that cannot be eliminated regardless of the care taken to avoid them. These risks include, but are not limited to:

Drowning, capsizing, sinking, or swamping of the vessel; collision with other vessels, submerged objects, fixed structures, or marine life; equipment failure including engine, steering, electrical, navigational, and safety equipment; adverse and rapidly changing weather conditions including high winds, heavy seas, lightning, storms, fog, extreme heat, and strong currents; exposure to sun, dehydration, heat exhaustion, and hypothermia; slips, trips, and falls on wet surfaces, docks, seawalls, and vessel decks; injuries from fishing tackle, hooks, gaffs, knives, lines, and other equipment; contact with marine life including bites, stings, punctures, and exposure to harmful organisms or bacteria; injuries sustained while handling fish; fire or explosion aboard a vessel; being struck by another vessel’s wake; man overboard situations; carbon monoxide exposure; allergic reactions; injuries caused by animals present at event locations, including but not limited to dog bites, animal scratches, kicks, stings, allergic reactions to animals, being knocked down or trampled by animals, and contact with animal waste or bodily fluids, whether such animals are owned by event participants, attendees, spectators, third parties, or are stray or wild; medical emergencies occurring in remote offshore locations where immediate medical assistance is unavailable; acts or omissions of other participants, spectators, or third parties; negligent rescue or first aid attempts; and any other risks inherent in offshore boating, fishing, and marine recreational activities.

**I UNDERSTAND THAT THE ABOVE LIST IS NOT EXHAUSTIVE AND THAT OTHER RISKS, HAZARDS, AND DANGERS MAY EXIST.** I voluntarily and knowingly assume all such risks, whether specifically identified herein or not, and accept full personal responsibility for any injury, disability, death, loss, or damage to myself, my Team, or property arising from or in any way connected with participation in the Tournament.

**3. WAIVER AND RELEASE FROM LIABILITY**

In consideration for being permitted to participate in the Tournament, I, the undersigned Captain, on behalf of myself and my entire Team, and on behalf of my and their respective heirs, executors, administrators, personal

representatives, assigns, and next of kin, **HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE** all Released Parties from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities of every kind and nature, whether known or unknown, suspected or unsuspected, in law or in equity, **INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM THE NEGLIGENCE** of any of the Released Parties, that I or my Team ever had, now have, or may hereafter have, arising from or in any way related to participation in the Tournament.

This release includes, but is not limited to, claims for personal injury, bodily injury, illness, death, emotional distress, property damage, property theft, property loss, or any other losses, costs, or damages of any kind, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**. This waiver does not apply to claims arising from the intentional, willful, or wanton misconduct of any Released Party.

#### **4. COVENANT NOT TO SUE**

I, the undersigned Captain, on behalf of myself and my entire Team, and on behalf of my and their respective heirs, executors, administrators, personal representatives, assigns, and next of kin, **COVENANT AND AGREE NOT TO SUE OR BRING ANY LEGAL ACTION** against any of the Released Parties for any claims, demands, or causes of action released herein. If I or any member of my Team, or anyone acting on our behalf, brings any such action, **I AGREE TO INDEMNIFY AND HOLD HARMLESS** all Released Parties from any and all costs, expenses, and attorney's fees incurred in defending against such claims.

#### **5. INDEMNIFICATION**

I, the undersigned Captain, agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** all Released Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and court costs, brought by or on behalf of any member of my Team, any third party, or anyone acting on their behalf, arising from or in any way related to the participation of myself or my Team in the Tournament, including but not limited to any claims arising from the negligent acts or omissions of myself, my Team, or any of the Released Parties.

#### **6. CAPTAIN'S AUTHORITY AND RESPONSIBILITY**

By signing below, I represent and warrant that I am the duly authorized Captain of the vessel identified herein and that **I have the authority to execute this Agreement on behalf of my entire Team**. I accept full responsibility for the safety and behavior of my vessel, myself, and all members of my Team at all times during the Tournament. I have informed all Team members of the contents and terms of this Agreement, and each member has consented to be bound by the terms herein. Any improper, unsafe, or unsportsmanlike behavior by any Team member may result in immediate disqualification without refund. The Team agrees to abide by all Tournament rules and procedures, and all applicable federal, state, and local laws and regulations, including all USCG requirements and FWC regulations.

**Animal Policy:** I acknowledge that animals, including dogs and other pets, may be present at Tournament locations and that such animals are owned by and under the sole control and responsibility of their respective owners. I understand that all animals at any Tournament event or location must be kept on a leash or otherwise properly restrained at all times, and that Wounded Waters Inc reserves the right, in its sole discretion, to require the immediate removal of any animal that displays aggressive, threatening, or disruptive behavior, or that otherwise poses a risk to the safety or well-being of any person. I acknowledge that Wounded Waters Inc is not responsible for the behavior of any animal brought to a Tournament event by any participant, attendee, volunteer, or third party, and that the animal's owner bears sole responsibility and liability for any injury or damage caused by their animal pursuant to Florida Statute § 767.04.

#### **7. MEDICAL FITNESS AND VESSEL COMPLIANCE**

I attest that I and each member of my Team are physically and medically fit to participate in the Tournament. I understand that immediate medical attention may not be available offshore and agree to these conditions. I authorize emergency medical treatment for myself and any Team member if required, at my expense. I certify that my vessel is in safe operating condition, complies with all USCG regulations, carries one Coast Guard Approved PFD per person aboard, a throwable PFD for vessels over sixteen (16) feet, and is equipped with a functional VHF radio.

#### **8. MEDIA AND IMAGE RELEASE**

The Captain and Team give Wounded Waters Inc, its licensees, successors, and assigns the absolute and irrevocable right and permission to use the names, likenesses, voices, photographs, video recordings, and images of the Team, vessel, and all Team members, in whole or in part, in any and all forms of media now known or hereafter developed, for advertising, promotional, editorial, charitable, or any other lawful purpose, without compensation, notice, review, or consent. The Team also consents to the release of contact information to news media and sponsors in connection with the Tournament.

#### **9. SEVERABILITY AND GOVERNING LAW**

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid while preserving the original intent, and the remainder shall be construed to give maximum protection to the Released Parties as permitted by law. This Agreement shall be governed by the laws of the State of Florida. Any dispute shall be litigated exclusively in state or federal courts in Indian River County, Florida, and the undersigned consents to personal jurisdiction of such courts.

#### **10. ENTIRE AGREEMENT AND ACKNOWLEDGMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.

**I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY. I UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF MYSELF AND MY ENTIRE TEAM, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES. I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, WITHOUT DURESS, AND WITHOUT INDUCEMENT. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT PERMITTED BY LAW. I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO ENTER INTO THIS AGREEMENT.**

#### **CAPTAIN / TEAM INFORMATION**

Team Name: \_\_\_\_\_

Vessel Name: \_\_\_\_\_

Captain Name (Print): \_\_\_\_\_

Captain Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **WOUNDED WATERS INC — WITNESS**

Witness Name (Print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Title / Role: \_\_\_\_\_

Date: \_\_\_\_\_